

## PrimaLuce Tours & Safaris - Terms & Conditions

**APPLICATION** - All quotations or estimates provided by or bookings made with and/or all services rendered by or on behalf of **PrimaLuce Tours & Safaris** ('the Operator') are subject to these terms and conditions ('the Conditions').

**THE CLIENT AND AUTHORITY**-The person requesting such quotations or estimates or making such booking or to whom any service is rendered, is deemed to have **read and accepted** the Conditions and to have the **authority** to do so on behalf of the person in whose name the estimate or quotation or reservation is requested and/or provided and/or the person to whom the services are rendered (collectively referred to as 'the Client').

**RESPONSIBILITY** - All tours are booked and arrangements are made, on the express condition that the Operator, its employees and agents, shall not be responsible for, and shall be exempt from, all liability in respect of loss, damage, accident, injury, death, delay or inconvenience to any Client (which shall be deemed to include the heirs, executors, administrators or assigns of the Client), their luggage, or other property, wherever, whenever and however the same may occur. The Client indemnifies and holds harmless the Operator, its employees and agents accordingly. The Operator, its employees and agents shall furthermore not be liable for any consequential loss or damages whatsoever.

**THIRD PARTY SERVICE PROVIDERS** - The Operator provides Clients with travel and/or other services either itself or acting as agents for **principals** engaged in or associated with the travel industry, such as airlines, or lodges. The Operator represents such principals as agents only and accordingly accepts **no liability** for any loss, damage, injury or death which any Client may suffer as a result of any alteration, act or omission on the part of or the failure of such principals to fulfill their obligations, whether in relation to travel arrangements, accommodation or otherwise. The **contract in use by such principals** (which is often constituted by the ticket issued by the principal), shall constitute the sole contract between the principal and the Client and any right of recourse the Client may have, will be solely against such principal.

**FLIGHTS** - Please note that in the event of flights being booked by PrimaLuce Tours & Safaris on behalf of the guest, airlines require the full names of passengers as printed on their passports and will not accept changes once tickets are issued. PrimaLuce Tours & Safaris accepts no responsibility for incorrect passport numbers or incorrect spelling of full names. Please ensure accurate information is sent to your PrimaLuce Tours & Safaris consultant.

**DEPOSITS REQUIRED** - A 25% non-refundable deposit is required on acceptance of our quote

### **BOOKING PROCEDURE -**

- 1) Your booking is confirmed upon acceptance of our quote, our standard Terms & Conditions, and a 25% non-refundable deposit. Payment of deposit indicates acceptance of our quote and Terms & Conditions.
- 2) After payment of the deposit invoice your booking is confirmed and the balance will be due 6 weeks prior to arrival.
- 3) Upon final payment you will be issued with your final paperwork, itineraries, vouchers etc
- 4) Bookings made within 8 weeks (60 days) prior to arrival are subject to full pre-payment at the time of confirming the reservation.

### **GENERAL EXCLUSIONS -**

- Visas
- Travel Insurance
- Meals not specified in our quotes
- Any drinks, park fees, entrance fees, portorage, tours/excursions and transfers not specified in our quotes
- Cancellation, baggage and medical insurance
- Staff gratuities at lodges
- Any and all other services not specified in our quotes

## **PAYMENT METHOD -**

Payment can be made via

### **1) Internet Bank Transfer –**

Guests are welcome to settle payment by means of a bank transfer. In this instance the amount will be converted by your bank on presentation of the invoice. ALL bank charges are for the guests account.

Account: PRIMA LUCE TOURS

Branch Code: 00-99-53-00

Account No. : 421481072

Swift Address: SBZAZAJJ

Standard Bank LTD

Fourways Crossing

No.1 Twilight Avenue

Fourways, Gauteng

### **2) Credit Card -**

Please note that should you have been quoted in US Dollars and wish to settle payment by means of a credit card, your quotation will be converted to South African Rand's prior to the transaction being processed. The Dollar/Rand rate of exchange on the day that the transaction is processed will be used to determine the equivalent Rand amount. The South African Reserve Bank prohibits South African companies from taking foreign credit card payments and keeping the payment in foreign currency.

**EXCHANGE RATES** - The payment has to be converted to South African Rand's before it is credited to the recipient. Prices are quoted at the ruling daily exchange rate. Until the Operator has received payment of the Tour Price in full, it reserves the right to charge any fluctuations to the Client account and the Client undertakes to pay for any such fluctuation on demand. However, once payment of the Tour Price in full is received, the price of the arrangements is guaranteed.

## **NOTES -**

Please note that it is a condition of booking that you have **travel insurance** in place. Travel insurance should be taken out in your home country and we recommend insurance covering you for personal effects, personal accident, medical and emergency travel expenses, cancellation and curtailment.

Malaria prophylaxis prescribed by your MD is recommended in certain parts of South Africa and Southern Africa. Please see our tab on Malaria in "Travel Tips"

For other recommended vaccine requirements, please see the tab on **Medical Requirements** in "Nuts and Bolts".

International visitors require a **valid passport** together with onward travel documents. If travelling to South Africa then guests must please ensure that their passport is valid for at least 6 months after their entry date and that they have a minimum of 4 blank back to back pages (if there is insufficient space in the passport then entry will be denied) in their passport to enable the entry visa to be issued. All passport holders should verify with their relevant consulate concerning **visa entry requirements**.

If you are extending your journey to other countries, please establish entry requirements for those countries as well (see our tab on Visa Requirements in "Nuts & Bolts"). In addition, a **parent traveling with children**, without the other parent, will need a letter of consent from the absent parent. The letter of consent must be certified by the police. Please also see the section under "Visa Requirements for South Africa"- "**Travelling with children**"

Please ensure that you have all the necessary visas prior to departure (unless available on entry) PrimaLuce Tours & Safaris CANNOT BE HELD LIABLE FOR ANY ERRORS.

**AMENDMENT FEES** - An amendment fee of R 200.00 per change to an itinerary will be levied for any changes to a confirmed itinerary.

**PLEASE NOTE OUR STANDARD CANCELLATION POLICY -**

Cancellation outside 8 weeks prior to travel	= 25 % deposit
Cancellation 8 to 6 weeks prior to travel	= 50% of total cost
Cancellation less than 6 weeks prior to travel	= 100% of total cost

**LEGAL JURISDICTION** - South African law and the jurisdiction of the South African courts will govern the relationship between the Client and the Operator. The Operator shall be entitled to institute any legal proceedings arising out of, or in connection with this contract in any Magistrates Court having jurisdiction in terms of Section 28 of the Magistrates Court Act no. 32/1944 as amended, notwithstanding that the amount in issue may exceed the limits of such jurisdiction.

**LEGAL FEES** – The Client will be liable for all legal fees of an attorney and own client scale in the event that the Operator has to engage a lawyer to enforce any of its rights or otherwise.